

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Robert B. Kugler
v. : Crim. No. 05-439 (RBK)
PATRICK M. GIBLIN : 18 U.S.C. §§ 1343, 875(b) and 2

SUPERSEDING INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting at Camden, charges:

COUNTS 1 THROUGH 15 – WIRE FRAUD
(18 U.S.C. §§ 1343 and 2)

BACKGROUND

1. At all times relevant to this Superseding Indictment:
 - a. Defendant PATRICK M. GIBLIN was a resident of Atlantic County, New Jersey.
 - b. Companies such as Quest Personals, Lavalife, Intimate Connections, and Private Lines (collectively referred to herein as the “dating services”) offered interactive personal and dating services, including chat rooms and telephone and e-mail exchanges, through the telephone system and/or the internet. The dating services allowed a customer to open an account with a personal profile, to search the dating services’ databases of the profiles of other customers on the basis of age, geography, and interests, and to make contact with other customers.
 - c. Western Union Holdings, Inc. (referred to herein as “Western Union”) was a money and message transfer service which maintained numerous agent locations

throughout the United States to, *inter alia*, send wire transfers of money from one customer to another through Western Union's mainframe computer in North Carolina to the "pay-out" Western Union location in exchange for a fee.

DEFENDANT'S SCHEME

2. From in or about January, 2000 to in or about March, 2005, in the District of New Jersey and elsewhere, the defendant

PATRICK M. GIBLIN,

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud and to obtain money from approximately seventy women across the United States whom he targeted using the dating services, and for obtaining money and property from these women by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice is set forth in sum and substance in paragraphs 4 through 12.

3. It was part of said scheme and artifice that between in or about January, 2000 and in or about March, 2005, defendant PATRICK M. GIBLIN created numerous accounts in his name on dating services. These accounts often corresponded to various geographic areas of the nation, including Albany, New York, Richmond, Virginia, Charlotte, North Carolina, Savannah, Georgia, Orlando, Florida, Dayton, Ohio, Nashville, Tennessee, Houston, Texas, and Kansas City, Missouri.

4. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would target single women through the dating services, cultivate a telephone rapport

with each woman over the course of days or weeks, and shortly thereafter, falsely profess an interest in pursuing a romantic relationship.

5. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would generally falsely represent to each woman that he targeted that he would be relocating or traveling to her geographic area. Generally, defendant GIBLIN would falsely represent that he needed money for relocation or travel expenses. Defendant GIBLIN would then request that the woman loan him money for such expenses.

6. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would use a further array of false pretenses, representations and promises to allay any concerns of the targeted woman regarding his request, including that he would repay her immediately upon his arrival in her location, that his arrival and therefore the repayment was imminent, that he would repay her with interest, and that his father was a judge or was involved in government. Often, the defendant would instruct third parties to call the woman to vouch that the defendant was interested in pursuing a romantic relationship and that he was creditworthy. Defendant GIBLIN used these false pretenses, representations and promises to induce the woman to succumb to the scheme and artifice.

7. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would, in many instances, prey on the vulnerabilities of the targeted woman. For example, defendant GIBLIN would promise to end the loneliness of a woman who had recently ended a long-term relationship or promise to soothe a woman who recently suffered the death of a loved one.

8. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would make numerous calls to the targeted woman as she prepared to wire the money to maintain the woman's belief in his sincerity and creditworthiness.

9. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would direct the targeted woman to use Western Union to wire the money to him. He would then collect the money from the Western Union payout location.

10. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would frequently request another loan from each woman. To justify such a request, defendant GIBLIN would falsely represent to the woman that he had encountered unanticipated additional relocation or traveling expenses. He would again use the false pretenses, representations and promises detailed in paragraphs 4 through 8 to induce the targeted woman to wire more money using Western Union.

11. It was further part of said scheme and artifice that defendant PATRICK M. GIBLIN would generally prevent the targeted woman from being able to locate him upon her discovery of the fraud by not sharing his telephone numbers with her, by calling her from blocked numbers or payphones, and by blocking the woman's number from contacting his dating service account.

12. Generally, defendant PATRICK M. GIBLIN would spend the money sent by the above-targeted women at casinos in Atlantic City, New Jersey, Las Vegas, Nevada or for personal expenses.

13. On or about the dates listed below, for the purpose of executing and attempting to execute this scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, defendant

PATRICK M. GIBLIN

did knowingly and willfully transmit and cause to be transmitted in interstate commerce by means of wire communications, certain signs, signals, and sounds, namely the following Western Union money transfers to be issued and sent via computer from the Western Union mainframe computer in North Carolina to the following Western Union pay-out locations:

<u>COUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PAY-OUT LOCATION</u>
1	12/16/2001	\$900.00	Atlantic City, New Jersey
2	12/24/2001	\$200.00	Atlantic City, New Jersey
3	01/29/2002	\$275.00	Atlantic City, New Jersey
4	09/08/2002	\$300.00	Atlantic City, New Jersey
5	09/19/2002	\$100.00	Atlantic City, New Jersey
6	09/24/2002	\$400.00	Atlantic City, New Jersey
7	09/25/2002	\$455.00	Atlantic City, New Jersey
8	08/26/2004	\$700.00	Atlantic City, New Jersey
9	09/07/2004	\$300.00	Egg Harbor Township, New Jersey
10	10/04/2004	\$600.00	Ventnor, New Jersey
11	11/30/2004	\$1,500.00	Atlantic City, New Jersey
12	12/07/2004	\$550.00	Atlantic City, New Jersey
13	01/01/2005	\$500.00	Atlantic City, New Jersey

14	01/05/2005	\$350.00	Atlantic City, New Jersey
15	02/27/2005	\$275.00	Atlantic City, New Jersey

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 16 THROUGH 21 - EXTORTION
(18 U.S.C. §§ 875(b) and 2)

1. The allegations contained in paragraphs 1 and 3 through 12 of Counts 1 through 15 are realleged and incorporated herein.

2. When a woman targeted by defendant PATRICK M. GIBLIN in the scheme and artifice detailed in Counts 1 through 15 would refuse to send him more money, defendant GIBLIN would frequently telephone threats of physical violence against her and her family members. These threats included statements such as “I will kill you bitch” and “I know where you live - I know where you work - you don’t want anything to happen to you.”

3. On or about the dates set forth below, in the District of New Jersey, and elsewhere, defendant

PATRICK M. GIBLIN,

with intent to extort from the following persons money and other things of value, did knowingly and willfully transmit in interstate and foreign commerce a communication, that is, a telephone call containing a threat to injure the following persons:

<u>COUNT</u>	<u>MONTH</u>	<u>VICTIM</u>
16	12/2001	M.W.
17	09/2002	S.W.
18	09/2002	D.W.
19	09/2002	K.W.

20	12/2004	P.L.
21	02/2005	C.B.

In violation of Title 18, United States Code, Sections 875(b) and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney